

## Delivery Ticket and Rental Agreement



### Lease Agreement

#### TERMS - DUE UPON RECEIPT

All rentals shall be paid by LESSEE, as identified hereunder, to JMC Equipment (JMC). All past due rentals shall bear interest at the highest legal rate until paid. All sums payable to JMC for rental, or otherwise, under the terms of this agreement shall be paid to P.O. Box 2040, New Caney, TX 77357. F.O.B. Point: All transportation expenses from, or to, the place of business of JMC shall be paid by LESSEE provided LESSEE is approved for credit.

JMC Equipment hereby agrees to rent LESSEE, the described equipment for the term, and at the rental rates per day, week, or four (4) week period, stated below, plus all city, county, and state tax. If equipment is kept longer than the specified rental period, additional rental will be charged based on the applicable rental period. The stated rental rate is based upon use of the equipment for not more than eight (8) hours per day, forty (40) hours per week, or one hundred sixty (160) hours per four (4) week period. LESSEE agrees to notify JMC of any excess use and to pay JMC additional prorated rental.

**NOTICE: ANY OPTION TO PURCHASE THE EQUIPMENT MUST BE NEGOTIATED IN A SEPARATE WRITING PRIOR TO THE START OF RENTAL**

**INSURANCE:** LESSEE must provide physical damage insurance coverage on the rented equipment in the form of an all risks – contractor's equipment floater with the loss payable clause in favor of JMC Equipment. Such coverage shall be in the minimum amount of \$100,000.00 or the agreed value of the rented equipment, whichever is more, and shall have a deductible of no more than \$1,000.00. In addition to physical damage insurance coverage, JMC requires proof of general liability insurance with JMC Equipment named as an additional insured. All proofs of insurance must be provided to JMC prior to delivery of the rented equipment and must be provided through an insurance company authorized to do business in the State of Texas.

UPON ACCEPTANCE OF EQUIPMENT, LESSEE ACKNOWLEDGES DELIVERY OF THE EQUIPMENT AND AGREES TO THE TERMS AND CONDITIONS STATED ON THE FRONT AND REVERSE SIDE.

#### **ADDITIONAL TERMS AND CONDITIONS OF RENTAL AGREEMENT**

1. **JMC'S OBLIGATION:** All rental equipment shall be in good operating condition at the time furnished by JMC to LESSEE. Acceptance of equipment by LESSEE will constitute acknowledgement that the equipment was furnished in good, safe and serviceable condition unless JMC EQUIPMENT is notified to the contrary in writing within three (3) days following receipt of the equipment.
2. **LESSEE'S OBLIGATIONS TO REPAIR AND MAINTAIN:** LESSEE shall, at LESSEE'S expense, supply all fuel, lubricants, repair parts, labor, and all other items necessary to operate the equipment and to maintain it in good operating condition during the term of this Rental Agreement. The equipment shall be returned in the same condition as when received by LESSEE, except for normal wear. If the equipment, when returned to JMC, is in need of repair, or is in a damaged and worn condition (including damage and wear to tires), not attributable to normal wear, LESSEE shall be obligated to pay to JMC the reasonable cost of the repairs and, in addition, LESSEE shall be obligated to continue the payment of rental, at the rate herein stated, for the period of time reasonably necessary to repair JMC'S equipment and to restore it to a good, safe, and serviceable condition. LESSEE agrees that any repairs and labor furnished by JMC, shall be charged to and paid by LESSEE at JMC Equipment's established prices plus any local, county, or state tax, in force at the time same are supplied.
3. **LESSEE'S RESPONSIBILITY FOR LOSS:** LESSEE is responsible for the rented equipment at all times while it is in the possession, custody, or control of LESSEE and all risks of loss shall be borne by LESSEE, whether such loss is caused by the negligence of LESSEE, abuse, fire, theft, accident, or any casualty of any nature whatsoever, it being the intent of JMC and LESSEE that LESSEE shall bear any loss resulting from the loss of or damage to said equipment, whether or not LESSEE was in any way at fault.
4. **INDEMNITY:** LESSEE agrees, whether or not this Agreement has expired or been terminated, to assume liability for, and LESSEE hereby agrees to indemnify, defend and save and keep harmless JMC from and against any and all liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in settlement, claims, actions, proceedings, suits, judgments, costs, interest, expenses and disbursements of any kind and nature whatsoever arising under any theory of legal liability (including attorney's fees and costs) (hereinafter a "Claim") that may be imposed on, incurred by or asserted against JMC in any way relating to, resulting from, based upon or arising out of this Agreement, the transactions contemplated by this Agreement or the subject matter of this Agreement, including, without limitation, (i) any breach or violation of this Agreement by LESSEE; (ii) any breach or alleged breach of the representations, warranties or covenants made in this Agreement by LESSEE or any other document delivered by LESSEE to JMC relating to the future rental of equipment; (iii) CLAIMS RELATING TO PERSONAL INJURY, DISABILITY OR DEATH, and (iv) CLAIMS ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGDOING OF JMC; provided however that LESSEE is not required to indemnify JMC for any Claim against JMC resulting solely from the willful misconduct or gross negligence of JMC. The obligation of LESSEE to defend JMC against any Claim is separate and distinct from the obligation of indemnity set forth herein. LESSEE has the right and obligation to assume the defense of any Claim with counsel chosen by LESSEE and reasonably acceptable

to JMC, provided that counsel to JMC may participate in the defense of the Claim with counsel for LESSEE and such counsel shall remain at the cost and expense of LESSEE.

5. **DISCLAIMOR OF ALL WARRANTIES:** JMC makes no warranties except as stated in paragraph 1, and hereby disclaims the implied warranty of merchantability or fitness for a particular purpose as to the rented equipment. There are no oral or written promises, terms, conditions, representations, or warranties of any nature whatsoever, expressed or implied, concerning the rented equipment except as stated in this agreement.
6. **LIMITATION OF JMC'S LIABILITY:** In the event the rental equipment is not in good operating condition at the time furnished by JMC, and JMC is notified within the time stated in paragraph 1, JMC shall refund a pro-rata part of the rental charge until the equipment is placed in good operating condition by JMC. Such right to obtain a refund of rental shall constitute LESSEE'S sole and exclusive remedy. EXCEPT AS STATED IN THIS PARAGRAPH 6, JMC WILL NOT BE LIABLE TO LESSEE FOR DAMAGES AND LESSEE HEREBY RELEASES JMC FROM ANY LIABILITY FOR DAMAGES, ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT LESSEE MAY LEGALLY AGREE TO RELEASE JMC FROM LIABILITY FOR SUCH DAMAGES, provided however, that LESSEE does not release JMC from any liability arising solely from the willful misconduct or gross negligence of JMC. No claim may be made by LESSEE against JMC for any special, indirect, consequential or punitive damages in respect to any theory of legal liability arising out of or relating to the transactions contemplated by this Agreement or any act, omission or event occurring in connection therewith. "Damages" include but are not limited to, any injury or damages to persons or to property and by losses arising out of or in connection with such injury or damage, where such injury or damage is sustained in connection with, arises out of or results from (i) the rental equipment or any services or materials used in connection with the rental equipment provided by or on behalf of JMC or (ii) the actions of any employee, agent, contractor, servant or licensee of JMC or other persons whose negligence, duties, actions or liabilities may be attributed or imputed to JMC.
7. **DEFAULT BY LESSEE, ATTORNEYS' FEES:** If LESSEE defaults in paying any rental or other charge when due, or if LESSEE breaches any other term, covenant or condition of this Agreement JMC shall have the right to retake immediate possession of the equipment and for such purpose JMC may without breaching the peace, enter upon any premises where the equipment is located with or without notice of its intent to retake the same without liability to JMC. LESSEE agrees to pay the reasonable expenses incurred by JMC for repossession expenses, attorneys' fees related expenses and court costs in connection with the enforcement of any obligations of LESSEE or the collection of any monies owed by LESSEE under the terms of this Agreement
8. **APPLICABLE LAW: VENUE:** The construction, enforcement, interpretation, and validity of this agreement shall be governed by the laws of the State of Texas. The obligations of the parties are performable and venue for any legal action arising out of this agreement shall lie in Montgomery County, Texas, unless this is a consumer transaction.

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DATE

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JMC Representative

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LESSEE Printed Name

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Return Date

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LESSEE Signature

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Damages

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Damages

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